

STATE OF MINNESOTA  
BOARD OF ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE  
AND INTERIOR DESIGN

OCT 10 2007  
RECEIVED  
OCT 10 2007

In the Matter of  
Daniel J. Anderson, Unlicensed  
d/b/a D. James Architectural Design, and  
d/b/a D. James Architectural Design LLC,  
and d/b/a D. James Architectural Planning,  
LLC.

SETTLEMENT AGREEMENT  
AND  
Cease and Desist Order

Board File No. 2007-0060

TO: Daniel J. Anderson  
d/b/a D. James Architectural Design, and  
d/b/a D. James Architectural Design, LLC, and  
d/b/a D. James Architectural Planning, LLC.  
3540 Montgomerie Ave  
Deephaven, MN 55391

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2006) and Minnesota Statutes section 326.111 (2006) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Daniel J. Anderson, d/b/a D. James Architectural Design; d/b/a D. James Architectural Design LLC; and d/b/a D. James Architectural Planning LLC ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

## SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between Respondent and the Committee as follows:

1. Jurisdiction. Pursuant to Minnesota Statutes section 326.111, subdivision 3 (2006), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from holding out as an architect in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement and Cease and Desist Order.
2. Facts. This Settlement Agreement is based upon the following facts:
  - a. Respondent is not currently and never has been licensed by the Board as an architect in the State of Minnesota.
  - b. Respondent is the owner of business(es) which have been identified as D. James Architectural Design; D. James Architectural Design LLC; and D. James Architectural Planning, LLC., located at 3540 Montgomerie Avenue, Deephaven, Minnesota, 55391.
  - c. In a letter dated May 17, 2007, Respondent admits that he prepared the plans for the project located at 3818 Upton Avenue South, Minneapolis, Minnesota. A true and correct copy of Respondent's May 17, 2007 letter is attached hereto as Exhibit A.
  - d. Respondent submitted a copy of the signed agreement between him and the owners of the project, Erik and Anne (a.k.a. Ann) Knuth, located at 3818 Upton Avenue South, Minneapolis, Minnesota, dated February 25, 2006, with his

response letter dated May 17, 2007. (See Exhibit A.) Respondent held himself out as an architect by using the business name "D. James Architectural Design LLC", 3540 Montgomerie Avenue, Deephaven, Minnesota, 55391 on the agreement. A true and correct copy, of Respondent's agreement with the owners, Erik and Anne (a.k.a. Ann) Knuth, of 3818 Upton Avenue South, Minneapolis, Minnesota, with Respondent's fees redacted, is attached hereto as Exhibit B.

e. Respondent prepared several plans dated in August 2006 for Erik and Anne (a.k.a. Ann) Knuth project, located at 3818 Upton Avenue South, Minneapolis, Minnesota, using the business name of 'D. James Architectural Design' in the title block. Respondent held himself out as an architect by using the business name "D. James Architectural Design", 3540 Montgomerie Avenue, Deephaven, Minnesota, 55391 on the plans. A true and correct copy of the plans prepared in August 2006 for Erik and Anne (a.k.a. Ann) Knuth, located at 3818 Upton Avenue South, Minneapolis, Minnesota is attached as Exhibit C.

f. Respondent has also operated a business known as D. James Architectural Planning, LLC. This business name is identified in a July 10, 2006 Consent Cease and Desist Order issued by the Minnesota Commissioner of Labor and Industry, and signed by Respondent, a true and correct copy of which is attached as Exhibit D.

3. Violations. Respondent admits that the facts specified above constitute a violation of Minnesota Statutes section 326.02, subdivision 1 (2006) and are sufficient grounds for the action specified below.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an Order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from holding himself out as an architect in the State of Minnesota, and from further violations of Minnesota Statutes sections 326.02 through 326.15 (2006) until such time as he becomes licensed as an architect in the State of Minnesota. Respondent shall cease and desist from using any business name tending to convey the impression that the Respondent is licensed as an architect by the State of Minnesota and shall cease and desist from using a business name tending to convey the impression that Respondent's business offers architectural services.

b. Corrective Action. Respondent shall take corrective action to remove the word "Architectural" from the business names D. James Architectural Design, D. James Architectural Design LLC, and D. James Architectural Planning LLC. Respondent shall not use protected terms such as "Architect", "Architecture," or derivatives thereof such as "Architectural," in his business names. Respondent shall provide documentation to the Board verifying that this corrective action has been completed within ninety (90) days of the date of the Board's approval of this Settlement Agreement and Cease and Desist Order.

5. Judicial Relief. If the Respondent violates paragraph 4 above, the Board or Committee may commence legal action in Ramsey County District Court to enforce the terms of this Settlement Agreement and Cease and Desist Order pursuant to Minnesota Statutes section 326.111, Subdivision 2 (2006). If so ordered by the district court, the

prevailing party in such a legal action shall be paid its reasonable attorney fees, costs, and disbursements by the non-prevailing party.

6. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minnesota Statutes Chapter 14 (2006). Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement and Cease and Desist Order or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement and Cease and Desist Order, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minnesota Statutes Chapter 14 (2006), Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

8. Record. The Settlement Agreement, related investigative reports and other

documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may be filed with the Board with this Settlement Agreement.

9. Data Classification. Under the Minnesota Government Data Practices Act, this Settlement Agreement and Cease and Desist Order is classified as public data upon its issuance by the Board, Minnesota Statutes section 13.41, subdivision 5 (2006). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (2006). They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this Settlement Agreement and Cease and Desist Order will appear in the Board's newsletter. A summary will also be sent to the national discipline data bank pertaining to the practice of architecture.

11. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

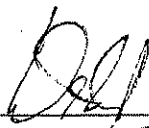
12. Entire Agreement. Respondent has read, understood, and agrees to this Settlement Agreement and Cease and Desist Order and is freely and voluntarily signing it. The Settlement Agreement and Cease and Desist Order contains the entire agreement

between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

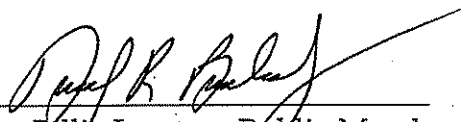
14. Service. If approved by the Board, a copy of this Settlement Agreement and Cease and Desist Order shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

  
\_\_\_\_\_  
Daniel J. Anderson

Dated: Oct 9, 2007

COMPLAINT COMMITTEE

BY:   
\_\_\_\_\_  
Acting Billie Lawton, Public Member  
Complaint Committee Chair

Dated: 10/18, 2007

ORDER

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board on this the 19th day of OCTOBER 2007.

MINNESOTA BOARD OF  
ARCHITECTURE, ENGINEERING,  
LAND SURVEYING, LANDSCAPE  
ARCHITECTURE, GEOSCIENCE AND  
INTERIOR DESIGN

By: 

Jerome Allen Ritter, Architect, CID  
Board Chair



RECEIVED  
MAY 18 2007

MAY 18 2007

May 17, 2007

Lynette DuFresne

**THE MINNESOTA BOARD OF ARCHITECTURE,  
ENGINEERING, LAND SURVEYING,  
LANDSCAPE ARCHITECTURE,  
GEOSCIENCE & INTERIOR DESIGN.**

85 East 7<sup>th</sup> Place, suite 160  
St. Paul, MN 55101

RE: File no. 2007-0060

Dear Ms DuFresne:

This letter is the requested response to allegations referenced by your letter of March 16, 2007. I understand the allegations are from a letter by Miller Dunwiddie Architecture, dated March 12, 2007. That letter references two advertisements from Edina Realty for a residence at 3818 Upton Avenue South, Minneapolis and an enforcement action dated July 2006. That letter formed the basis of a complaint to the board and initiated an investigation by it for the project at 3818 Upton Avenue South. Your letter requests a response to these allegations, with specific items included.

I prepared plans for the project at 3818 Upton Avenue South. It is a single family residence, classified R-3 which places it in the Exempt class of structures. The Exempt classification removes the requirement for plans and specifications to be prepared and certified by an Architect or Engineer. Accordingly it allowed me to me to prepare plans for the house. The plans were prepared for review by the owner for appearance and layout, for review by the lumberyard and truss manufacturer for structural design, for review by the building official, and use by the contractor for construction. At no time did I represent myself to any of these parties as an architect.

Regarding the specific allegations of the complaint, the two advertisements were made by Edina Realty to sell the 3818 Upton house on behalf of its owner. I had no involvement in their content and was unaware of them until I received your letter. I have subsequently asked Edina Realty to remove any reference to "architect." The enforcement action referenced in the complaint is regarding the licensing of building contractors. It is resolved, and is unrelated in any way to the preparation of plans, specifications or any other aspect of the practice of architecture.

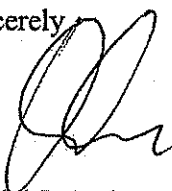
EXHIBIT A

Your letter asks that I specifically address these items:

1. *Copies of certified plans and any correspondence or invoice materials issued under your signature related to the 3818 Upton Avenue South, Minneapolis, Minnesota project identified in the complaint.*
  1. Plans for the project are attached, they are not certified.
  2. The only correspondence related to the project is the agreement with the owner, attached.
2. *Copies of any letterhead, advertisements, and solicitation materials used by you between Fall 2006 and today.*
  1. There are none.
3. *Copies of any business card on which your name appears from Fall 2006 and today; and*
  1. A copy of my business card from my employer is attached. There are no others.
4. *Copies of any professional articles that you may have authored which may have been published between Fall 2006 and today along with the name of the journal, magazine, newsletter, or newspaper and dates of publication.*
  1. There are none.
5. *Copies of any other project(s) you may have worked on since Fall of 2006 and today.*
  1. There are none prepared by me as D. James Designs. Since the Fall of 2006 I have been and am currently employed by Cluts O'Brien Strother Architects Inc. as marketing director. All plans and specifications at the firm are prepared by firm staff under the direct supervision of an architect.

Thank you for the opportunity to clarify these matters. If any additional information is required, please contact me at (612) 812-3324 or by mail at the address below.

Sincerely,



Daniel J. Anderson

3540 Montgomerie Avenue  
Deephaven, MN 55391

# **A g r e e m e n t**

**D. JAMES ARCHITECTURAL DESIGN LLC  
3540 MONTGOMERIE AVE  
DEEPHAVEN MN 55391**

**The following is an agreement between Mr. and Mrs. Erik and Anne Knuth of 3825 Sheridan Ave South, In the County of Hennepin , in the city of Minneapolis , State of Minnesota and D.James Architectural Design LLC / Daniel James Andersen, 3540 Montgomerie Ave., Deephaven, Minnesota 55391. To provide:**

**Full set of working plans that are permit ready.**

All plans will commence on a ¼ scale sketch process until a reasonable amount of concept work has been completed, at the time concept work and been broken apart into all components involved, we then will begin straight line CAD drawings.

D. James Design LLC will provide engineering on all plans for structural purposes.

**Exterior and details as per sketch**

The detail at this point will begin with an Old English Tudor period of design and work from that to the final detail and concept.

This project is for the owners to occupy. At the same time we agree that the project is more of an investment project. The design will consist of finishes and layout suited more for the selling of the project. This will impact the design only in the type of finishes that are specified in the project. The overall goal is to have high end delivery with a lower budget for actual assembly.

**Electrical Plans** will have all floors specified for all wall outlets, fixtures lighting as well as exterior. All electrical will be based on a design build process by the chosen subcontractors. Notes and plans specified by D.James Architectural Design LLC.

**Plumbing Plans** will have all floors specified for all bath and typical locations as well as exterior. All areas or other will be based on a design build process by the chosen subcontractor. Notes and plans specified by D.James Architectural Design LLC.

**EXHIBIT B**

HVAC Plans will have all floors specified for Heating, cooling zoning and. All HVAC will be based on a design build process by the chosen subcontractor. Notes and plans specified by D.James Architectural Design LLC.

*(The ultimate goal is to work along side all mechanical and fire protection contractors to allow them to take ownership in the project, as well as obtain the overall best provided budget and guarantee )*

**Room finish schedule** Each room will have a room finish schedule and call out the different finishes, this will be done on the plan and or be on a separate specification document. This will include items like wall covering, light fixtures, hardware, millwork etc.

#### **Exterior Lighting**

All lighting will be specified on the exterior. The interior will have its own lay out with many options that may or may not be implemented, there will be an organized option page for the subcontractors to keep the project under control.

#### **Elevations of all sides, as well as interior space as needed**

All exterior design will be detailed for structural and be confirmed with the current structural engineer for the approval process and ultimately there stamp, along side the engineering that D.James Design LLC provides

All elevation will be noted and specified for rough and finish materials.

Provide cross sections as needed on all interior/ exterior.

**Finish selection phase** Provided in this agreement will be time set apart for architectural finishes interior and exterior as a base. This process will begin at commencement of the agreement to insure a timely process of information to planning stage.

#### **Scope of work : Tudor**

My intent is to Work with the existing needs of the family to create a space that meets all the personal, Family, recreation and work needs. At the end of the project, have a project that fits the day to day pleasures and needs of any buyer with great over all different options.

## **Fee arrangement**

Total over all fee

at signing of the agreement

at the time we go to straight line AutoCAD plans

Balance at completion.

No add on cost to the stated budget, as long as we keep changes to less then 40% of the original design

## **Budget includes**

Sketch up and concept

HVAC engineering

Electrical Lay out

Plumbing layouts as needed

Straight line drawings

Finish schedule exterior

Finish schedule interior

Copies

All plans will have specifications on the pages required.

Final finishes will be provided in spec sheet form.

Complete City approvals to permit stage

Rights to reproduce plans

At least one site visit per week by Dan Anderson to check on project construction through completion

## **Total budget**

The time frame for this process will be approximately 3 months for total completion, the foundation can commence as soon as we get a permit based on something less then the final plans. In short we will turn in the typical lay out for permit and the detail will come as we need.

**Daniel James Andersen**

**Principal of D.James Design LLC.**

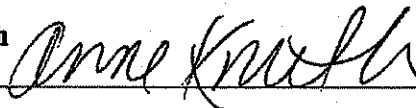
Daniel J. Andersen



date

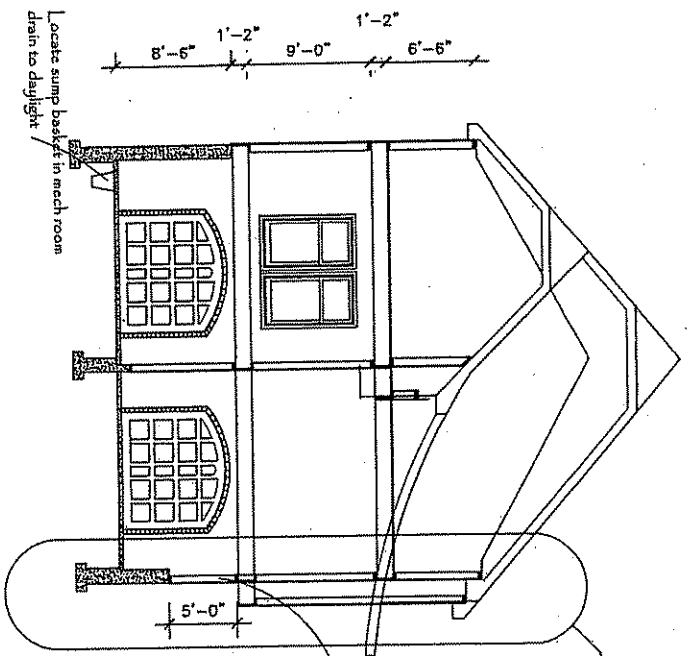
2-25-06

Erik and Anne Knuth



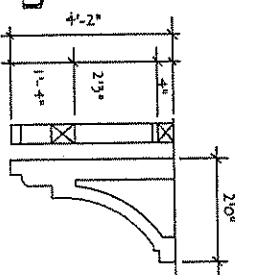
date

Owners notes: *(Please add)*

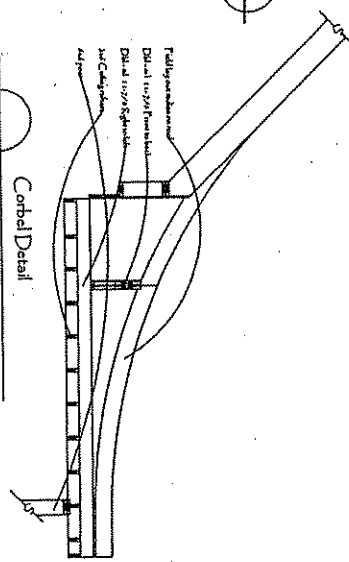


Front Elevation Structural  
1/4" = 1'0" Scale

Eye brow roof over garage door  
No Scale

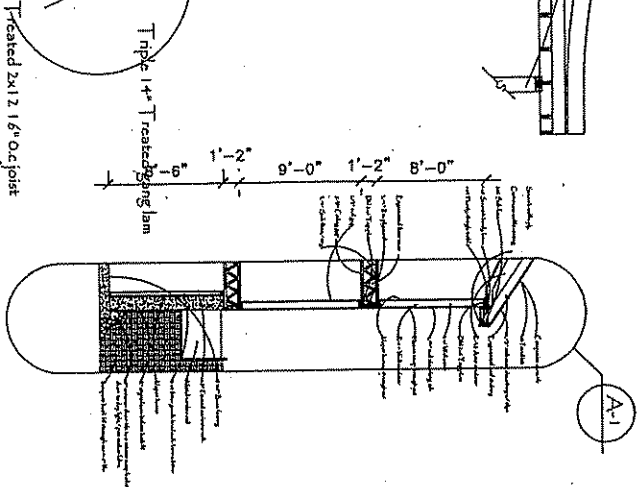


Corbel Detail  
No Scale



Corbel Detail  
No Scale

5' wood framed construct on exterior wall North side  
Framing contractor to verify all locations of west and supply line to ensure proper locations joint lay out  
See engineering notes from truss company on floor joist spacing and blocking  
Framing contractor responsible for verifying all measurements and adjusting the lay out as needed in the field



Deck footing and Structural  
No Scale

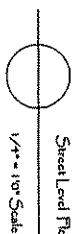
EXHIBIT C

DATE	BY	CHKD
10/14/2011	JD	JD
10/14/2011	JD	JD
10/14/2011	JD	JD
10/14/2011	JD	JD

PROJECT TITLE

PROJECT NAME  
**Knuth Res**  
PROJECT  
**MPLS**

D James Architectural Design  
2540 Markers Ave  
Plymouth, WI 55561  
Phone: 612-612-5524 Fax: 952-476-2496



Street Level Floorplan 1,063 sf

1/4" = 10' Scale

Date	Amount
05-22-2005	1200
DATE	
AUG 28, 2006	1200
DATE	
JUN 20, 2007	1200
DATE	

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

**2005**

# Knuth Res

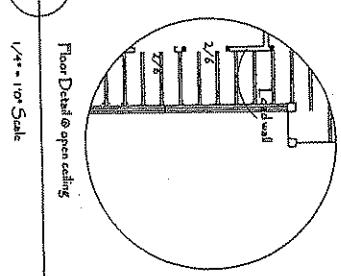
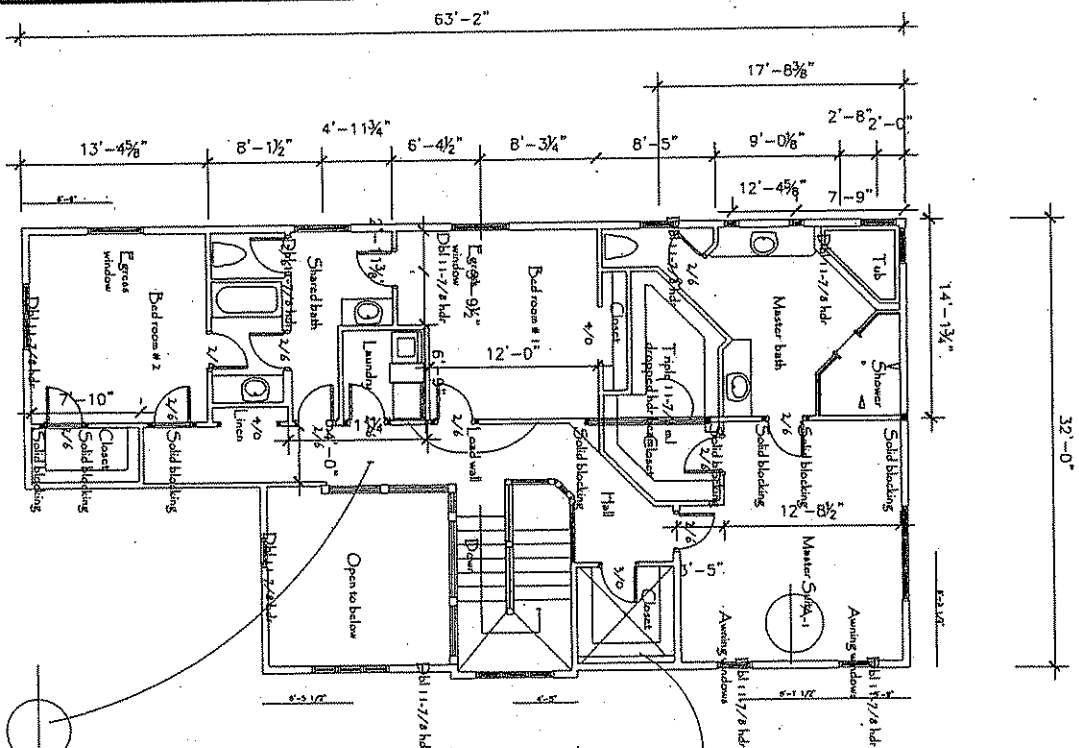
**Abstract**

3818 Upton ave South

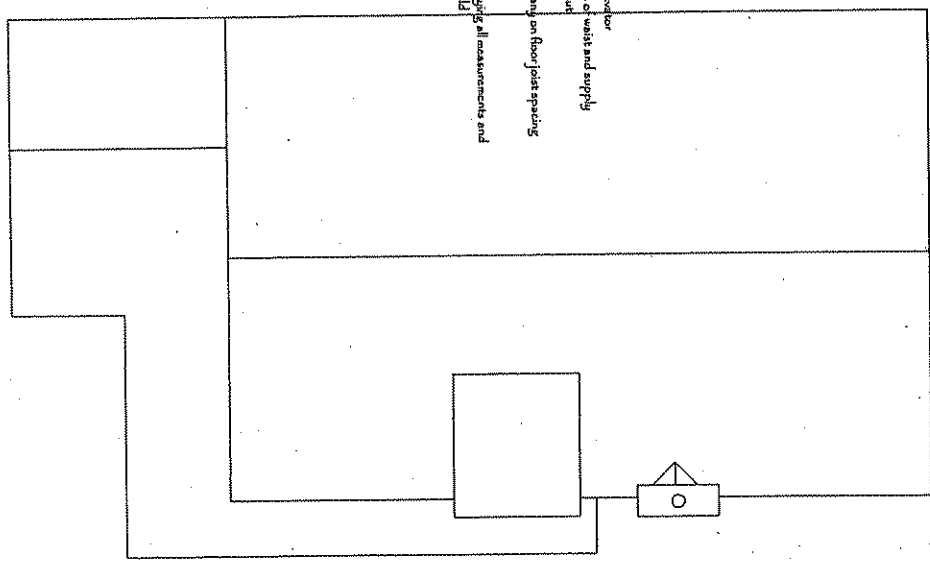
D James Architectural Design

3540 Montpelier Ave  
Deerpark, MN 55991  
Phone: 612-832-5524 Fax: 952-476-2496





Note:  
 Just off around this room, all brass  
 must be able to be removed for future alterations  
 Framing contractor to verify all locations of walls and supply  
 line to ensure proper locations just lay out  
 See engineering notes from truss company on floor joist spacing  
 and blocking  
 Framing contractor responsible for verifying all measurements and  
 adjusting the lay out as needed in the field



Second Level Floor plan / 1/250 ft  
 1/4" = 10' Scale

Total finished 922 Lower Level  
 1788 Main Level  
 Total 4,216 sf

Roof lay out plan  
 1/4" = 10' Scale

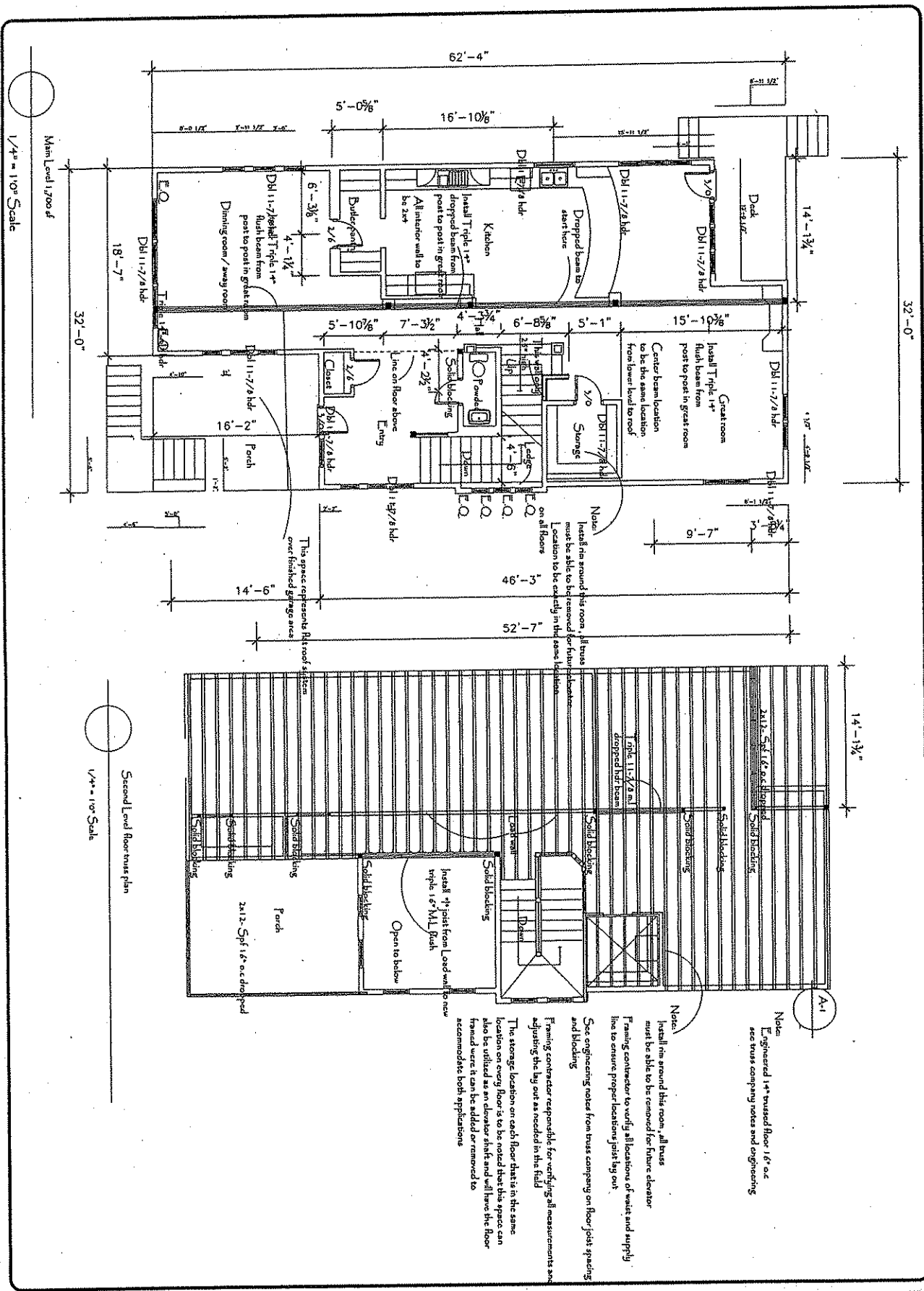
Knuth Res

3818 Upton ave south

D James Architectural Design

5540 Markham Ave  
 Des Moines, IA 50319  
 Phone: 612-612-9924 Fax: 952-476-2496

DATE	10/1/08
BY	ADJ
REVISION	
NO.	
DATE	
BY	
REVISION	
NO.	
DATE	
BY	
REVISION	
NO.	

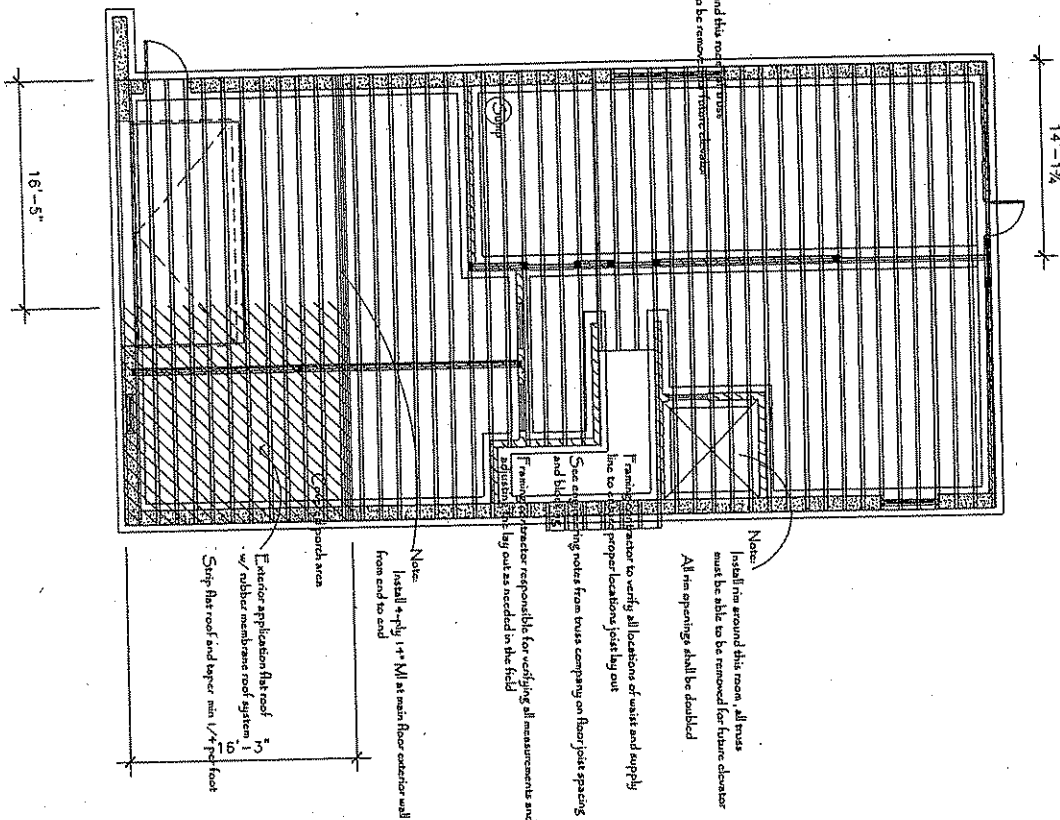
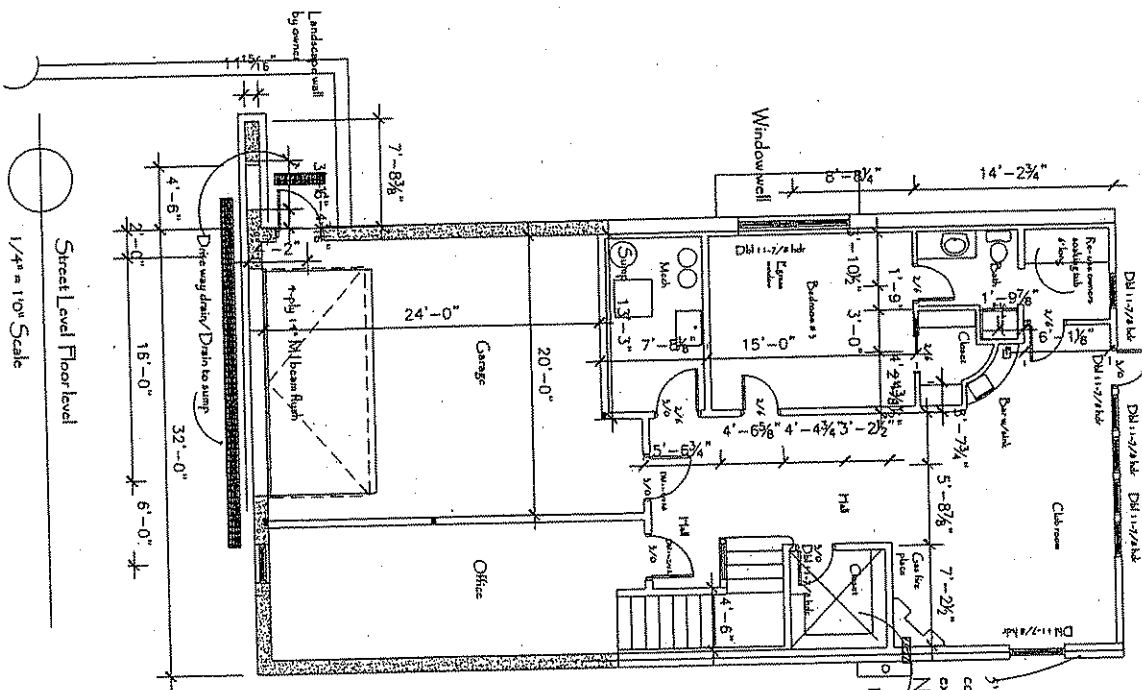


NO.	DATE	BY	CHKD.	APP.
1	10/1/01	AM	AM	AM
2	10/1/01	AM	AM	AM
3	10/1/01	AM	AM	AM
4	10/1/01	AM	AM	AM
5	10/1/01	AM	AM	AM

NO.	DATE	BY	CHKD.	APP.
1	10/1/01	AM	AM	AM
2	10/1/01	AM	AM	AM
3	10/1/01	AM	AM	AM
4	10/1/01	AM	AM	AM
5	10/1/01	AM	AM	AM

**Knuth Res**  
3818 Upton Ave South Mpls

**D James Architectural Design**  
2540 Monticourt Ave  
Daphne, MI 49551  
Phone: 612-812-9524 Fax: 992-476-2496



# Knuth Res

3818 Upton Ave South Mpls

D James Architectural Design

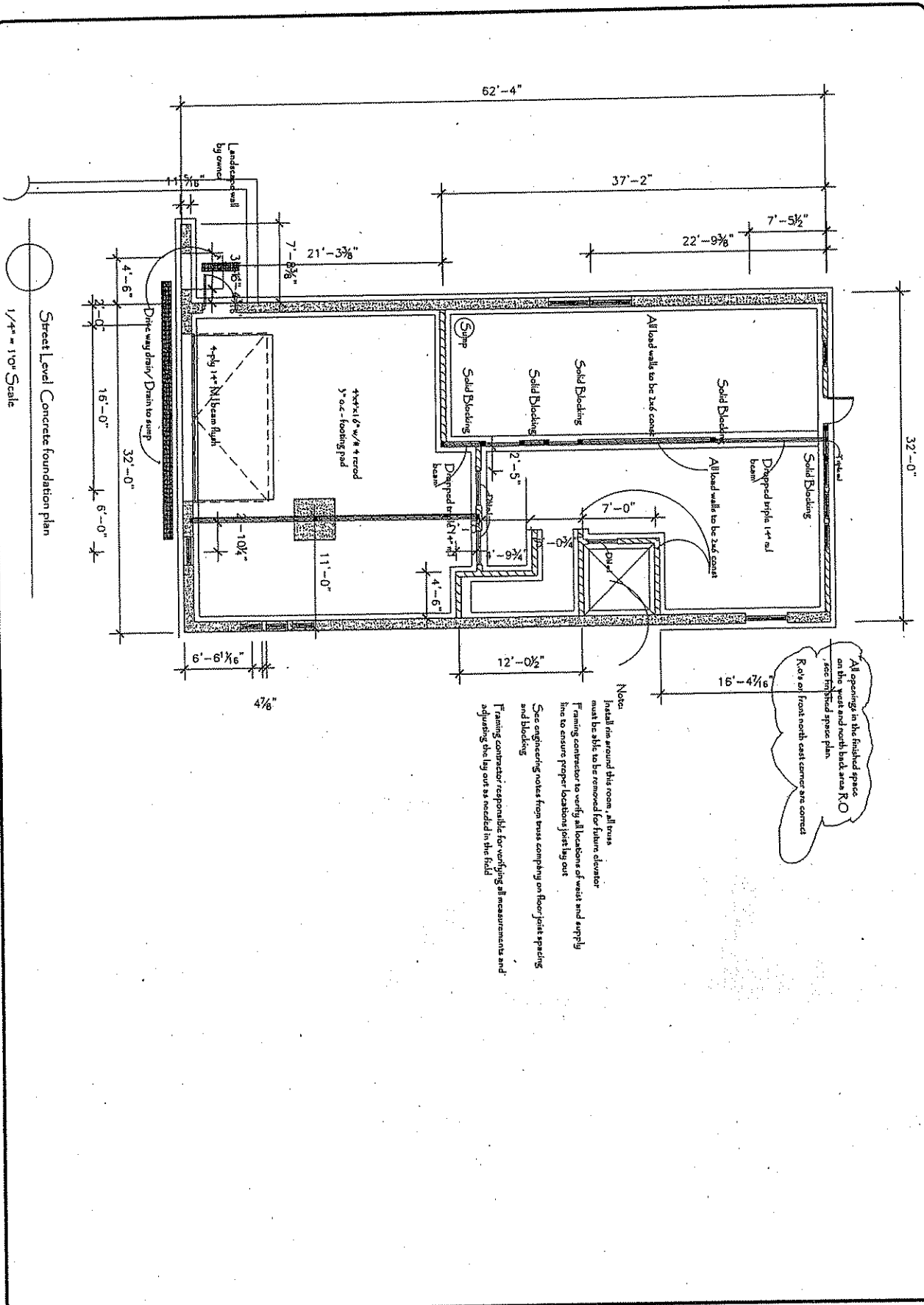
5540 Montague Ave

Deephaven, MN 55559

Phone: 612-812-5524 Fax: 952-476-2496

DATE	2006
BY	Aug 2006
CHKD	
APPD	
REV	

14



DATE	04/01/2008
BY	DA
PROJECT	3818 UPTON AVE SOUTH
DATE	04/01/2008
BY	DA
PROJECT	3818 UPTON AVE SOUTH

DATE	04/01/2008
BY	DA
PROJECT	3818 UPTON AVE SOUTH
DATE	04/01/2008
BY	DA
PROJECT	3818 UPTON AVE SOUTH

PROJECT NAME	Knuth Res
ADDRESS	3818 Upton Ave South

DESIGNER	D. James Architectural Design
ADDRESS	5540 Montpelier Ave Dorchester, MA 01921
PHONE	617-612-5524 Fax: 952-476-2496

Upton Ave south  
Street level is 856

Sidewalk

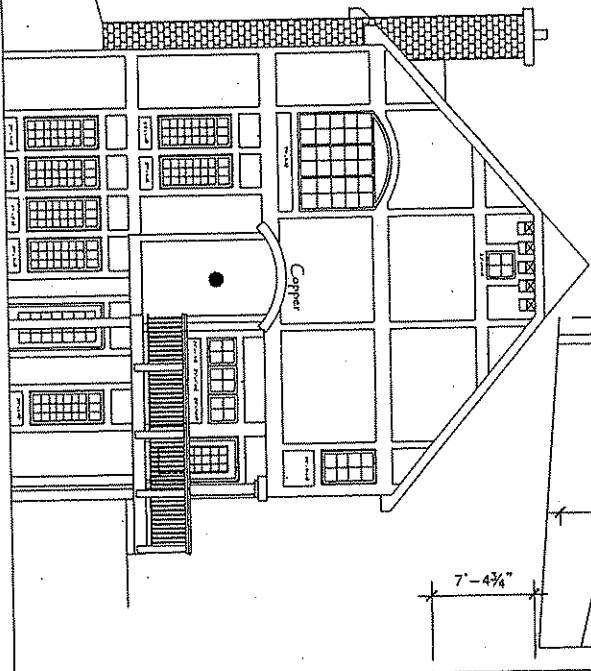
North Elevation  
1/4" = 10' Scale

Lower level is at 853

948 s.f. wall space  
153 s.f. window space

shaker town  
smooth shingles  
2x6 Hardy plank w/ drip cap  
Brick

Back/West Elevation  
1/4" = 10' Scale



Knuth Res

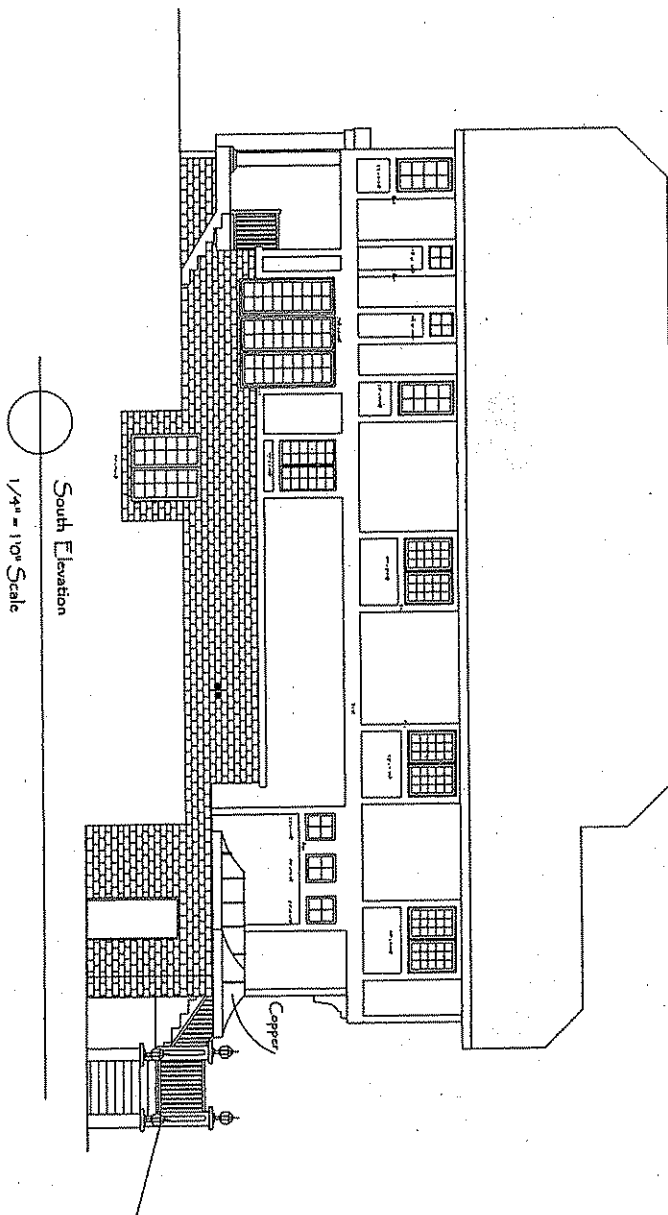
Upton Ave South

D James Architectural Design

5540 Montague Ave  
Deerhaven, NH 05591  
Phone: 602-612-9524 Fax: 952-476-2496

OWNER  
DATE  
DRAWN  
CHECKED  
APPROVED  
DATE  
OWNER

14 SHEETS



DATE	12-20-03
DRAWN BY	DAN BUCKLEY
CHECKED BY	
DATE	AUG 2, 2006
DESIGNED BY	
PROJECT NO.	
CLIENT	

PROJECT TITLE

PROJECT TITLE

**Knuth Res**

ADDRESS

3818 Upton Ave South

D. James Architectural Design

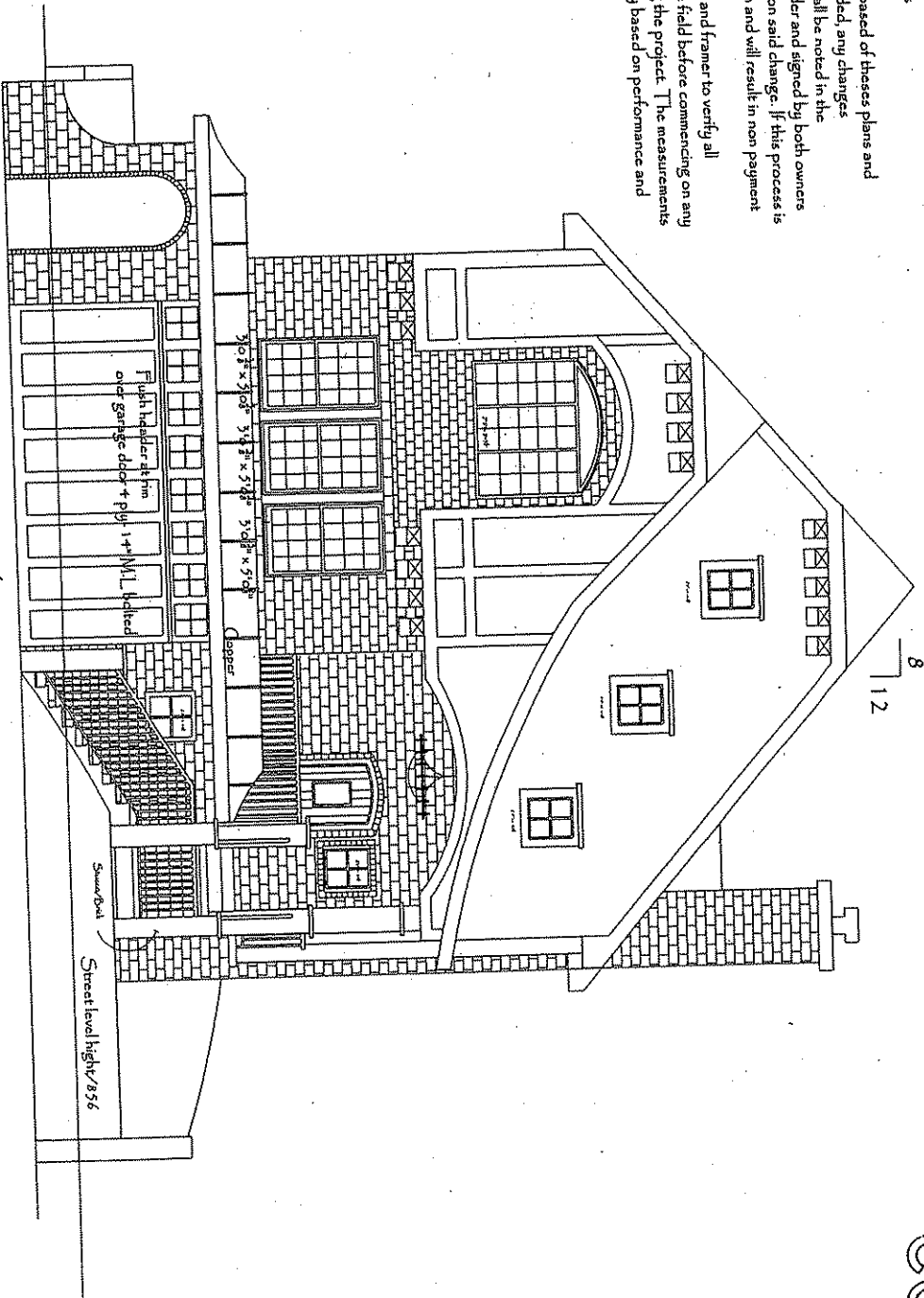
5540 Montgomery Ave  
 Des Moines, IA 50321

Phone: 515-281-5524 Fax: 515-281-2496

# Construction Notes

Any and all work is based on these plans and shall remain as provided. Any changes and or deviations shall be noted in the form of a change order and signed by both owners before commencing on said change. If this process is not followed this can and will result in non payment

General contractor and framer to verify all measurements in the field before commencing on any part of constructing the project. The measurements and lay out may vary based on performance and ability.



COPY

Mr. and Mrs. Erik and Ann Knuth  
3818 Upton Ave Minneapolis MN  
55410

EXHIBIT C

D James Architectural Design

5540 Monticore Ave  
Dorchester, MN 55591  
Phone: 612-612-5524 Fax: 952-416-2496

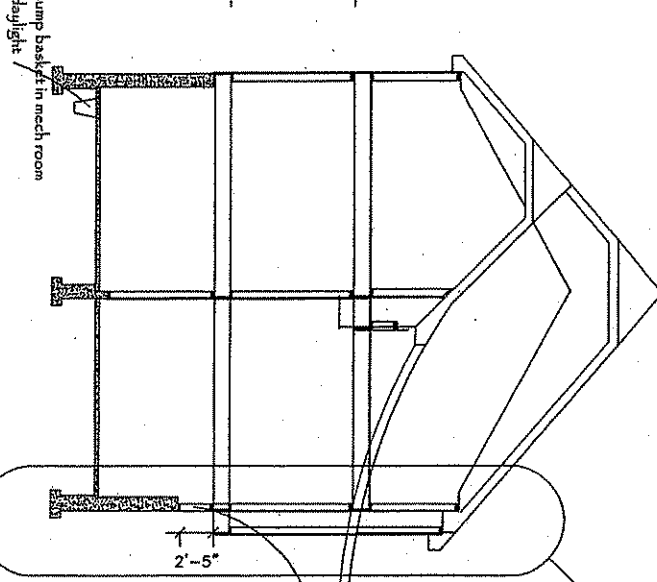
PROJECT NAME  
**Knuth Res**

ADDRESS  
3818 Upton Ave South

SHEET TITLE

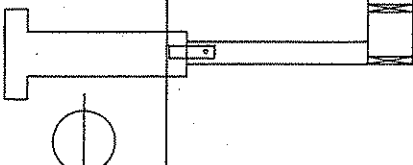
DATE	BY
DESIGN	
DATE	
APPROVED	
DATE	
CHECKED	
DATE	
DRAWN	
DATE	

8'-6" 1'-2" 9'-0" 1'-2" 6'-6"



Front Elevation Structural  
1/4" = 1'0" Scale

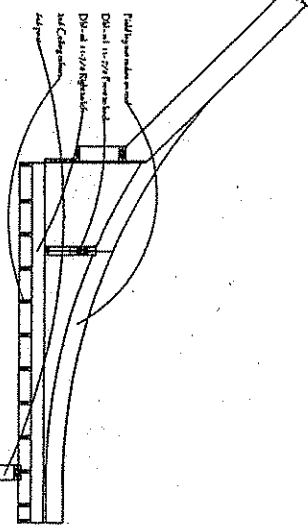
No Riser over 7" / No tread over 1' deep  
4-2x12 Stringers for steps  
6x6 treated post under Steps and  
landing / provide screening on front elevation  
42" x 12" flared frost footing  
All decking to be trex  
Install rim at house exterior wall 2x12 / install two  
lag bolts with washers, two between each joist space or 16" o.c.



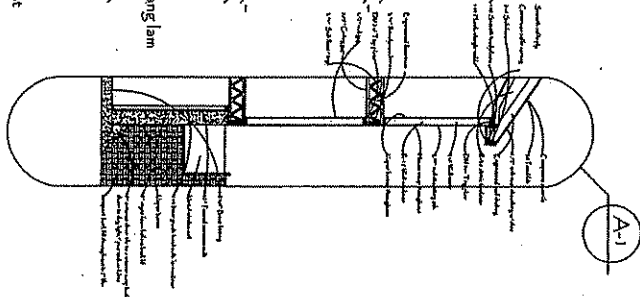
Front stair framing  
No Scale

5' wood framed  
construct on  
exterior wall  
North side  
Framing contractor to verify all locations of walls and supply  
line to ensure proper location, joist lay out  
See engineering notes from house company on floor joist spacing  
and blocking  
Framing contractor responsible for verifying all measurements and  
adjusting the lay out as needed in the field

Corbel Detail  
No Scale



8'-6" 1'-2" 9'-0" 1'-2" 6'-6"



T ripple 14" Treated Joist  
Treated 2x12 16" o.c. joist  
3.5" Trex  
8x Cedar timber post  
Through bolt  
42" x 12" flared frost footing  
Hurricane strap all joist / no toe nailing joist in to position  
Install rim at house exterior wall 2x12 / install two  
lag bolts with washers, two between each joist space or 16" o.c.

Deck footing and Structural  
No Scale

Knuth Res  
ADDRESS  
MPLS

D James Architectural Design  
3540 Monticello Ave  
Daphne, WI 55559  
Phone: 612-812-5524 Fax: 952-476-2496

DATE	Aug 2, 2004
BY	DMJ
CHECKED	DMJ
APPROVED	DMJ



BC2602786/CMW

**STATE OF MINNESOTA  
COMMISSIONER OF LABOR AND INDUSTRY**

In the Matter of Daniel J. Andersen, Individually and  
Doing Business as D. James Architectural Design, LLC,  
Also Known as D. James Architectural Planning, LLC

**CONSENT CEASE AND  
DESIST ORDER**

TO: Daniel J. Andersen  
3540 Montgomerie Avenue  
Deephaven, MN 55391

Commissioner of Labor and Industry, Scott Brener (hereinafter "Commissioner") has  
determined as follows:

1. The Commissioner has advised Daniel J. Andersen, doing business as D. James Architectural Design, LLC, as known as D. James Architectural Planning, LLC (hereinafter "Respondent"), that he is prepared to commence formal action pursuant to Minn. Stats. §§ 45.027, subd. 5 and §326.91 (2004), against Respondent based on allegations that Respondent engaged in unlicensed residential building contractor, remodeler, or roofer activities in violation of Minn. Stat. §326.84, subds. 1 and 1b (2004), failed to pay suppliers and subcontractors in violation of Minn. Stat. §326.91, subd. 1(8) (2004), and obtained a building permit by the fraudulent use of a licensed entity's company name and license number in violation of Minn. Stat. §326.91, subd. 1(13) (2004).
2. Respondent acknowledges that he has been advised of his rights to a hearing in this matter, to present argument to the Commissioner and to appeal from any adverse determination after a hearing, and Respondent hereby expressly waives those rights. Respondent further acknowledges that he has been represented by legal counsel throughout these

**EXHIBIT D**

proceedings, or has been advised of his right to be represented by legal counsel which right he hereby waives.

3. Respondent has agreed to informal disposition of this matter without a hearing as provided under Minn. Stat. § 14.59 (2004) and Minn. Rule Pt. 1400.5900 (2003).

4. The following Order is in the public interest.

**NOW, THEREFORE, IT IS HEREBY ORDERED**, pursuant to Minn. Stat. § 45.027, subd. 5 (2004), that David J. Andersen, doing business as D. James Architectural Design, LLC, as known as D. James Architectural Planning, LLC, shall cease and desist from engaging in the work of a residential building contractor, remodeler, or roofer in the State of Minnesota until compliance with Minn. Stats. §§ 326.83 - 326.991 (2004) is achieved, including licensure pursuant to Minn. Stat. § 326.84 (2004).

**IT IS FURTHER ORDERED** that the Respondent shall pay to the State of Minnesota a civil penalty of \$2,000.00

Dated: 7/10/06

SCOTT BRENER  
Commissioner

By: 

CHARLIE DURENBERGER  
Manager, Enforcement Services  
Construction Codes and Licensing Division

443 Lafayette Road North  
Saint Paul, Minnesota 55155  
Telephone: (651) 284-5065

**CONSENT TO ENTRY OF ORDER**

The undersigned, Daniel J. Andersen, states that he has read the foregoing Consent Order; that he knows and fully understands its contents and effect; that he has been advised of his right to a hearing; that Respondent has been represented by legal counsel in this matter or that he has been advised of Respondent's right to be represented by legal counsel and that he has waived this right; and that he consents to entry of this Order by the Commissioner of Labor and Industry. It is further expressly understood that this Order constitutes the entire settlement agreement between the parties hereto, there being no other promises or agreements, either expressed or implied.

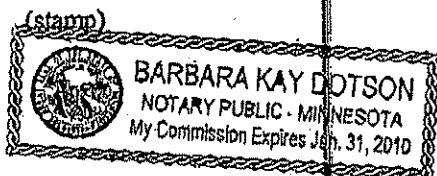
**D. JAMES ARCHITECTURAL DESIGN, LLC, AKA  
D. JAMES ARCHITECTURAL PLANNING, LLC**


By: DANIEL J. ANDERSENIts: STATE OF MinnesotaCOUNTY OF Hennepin

This instrument was acknowledged before me on 7-5-06 by Daniel J. Andersen,  
(Date)

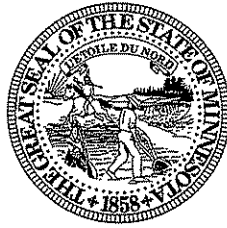
\_\_\_\_\_, of D. James Architectural Design, LLC, aka D. James Architectural  
(Title)

Planning, LLC.



  
(Signature of notary officer)  
SUPERVISOR  
Title (and Rank)  
My commission expires: 1-31-10





THE MINNESOTA BOARD OF ARCHITECTURE, ENGINEERING, LAND SURVEYING,  
LANDSCAPE ARCHITECTURE, GEOSCIENCE & INTERIOR DESIGN

AFFIDAVIT OF SERVICE BY MAIL

RE: **In the matter of Daniel J. Anderson, Unlicensed**  
d/b/a D. James Architectural Design, d/b/a D. James Architectural LLC  
File Number 2007-0060

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )


Lynette DuFresne, being first duly sworn, deposes and says:

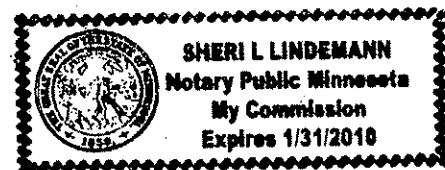
That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the 11<sup>th</sup> day of September, 2007, she served the attached [Proposed] Settlement Agreement and Cease and Desist Order by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class and certified postage prepaid, and addressed to:

Daniel J. Anderson  
d/b/a D. James Architectural Design  
3540 Montgomerie Ave  
Deephaven, MN 55391

  
Lynette DuFresne

Subscribed and sworn to before me on this  
the 11<sup>th</sup> day of September, 2007.

  
(Notary Public)



85 East 7th Place, Suite 160, St. Paul, MN 55101  
p. 651.296.2388 ■ f. 651.297.5310 ■ TTY 800.627.3529  
[www.aelslagid.state.mn.us](http://www.aelslagid.state.mn.us)



AFFIDAVIT OF SERVICE BY MAIL

RE: In the Matter of  
Daniel J. Anderson, Unlicensed  
d/b/a D. James Architectural Design, and  
d/b/a D. James Architectural Design LLC,  
and d/b/a D. James Architectural Planning, LLC.

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

Lynette DuFresne, being first duly sworn, deposes and says:

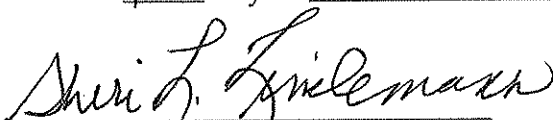
That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the 23<sup>rd</sup> day of OCTOBER, 2007, she served the attached Settlement Agreement and Cease and Desist Order by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class and certified postage prepaid, and addressed to:

Daniel J. Anderson  
d/b/a D. James Architectural Design, and  
d/b/a D. James Architectural Design, LLC, and  
d/b/a D. James Architectural Planning, LLC.  
3540 Montgomerie Ave  
Deephaven, MN 55391

CERTIFIED MAIL  
Return Receipt Requested  
7005 3110 0003 5736 4160

  
Lynette DuFresne

Subscribed and sworn to before me on  
this the 23<sup>rd</sup> day of October, 2007.

  
(Notary Public)

